FORM LC -V (See Rule 12) HARYANA GOVERNMENT TOWN AND COUNTRY PLANNING DEPARTMENT

Licence No. 20 of 2022

This Licence has been granted under the Haryana Development and Regulation of Urban Areas Act, 1975 & the Rule 1976, made there under to Gravel Builders and Constructions Pvt. Ltd., Kayna Builders and Constructions Pvt. Ltd., Morven Builders and Developers Pvt. Ltd., Morgan Builders and Constructions Pvt. Ltd., Jingle Builders and Developers Pvt. Ltd. in collaboration with DLF Homes Panchkula Pvt. Ltd., Regd. Off. 1st Floor, DLF Gateway Tower, R Block, DLF City, Phase-III, Gurugram for setting up of Residential Plotted Colony on the land measuring 34.0104 acres (fully migrated from Licence no. 22 of 2010 dated 23.03.2010 granted for development of Group Housing Colony) falling in the revenue estate of village - Bhagwanpur, Sector-3, Pinjore Kalka Urban Complex, District Panchkula.

- 1. The particulars of the land, wherein the aforesaid Residential Plotted Colony is to be set up, are given in the Schedule annexed hereto and duly signed by the Director, Town & Country Planning, Haryana.
- 2. The Licence is granted subject to the following conditions:
 - i) That the Residential Plotted Colony will be laid out in confirmation to the approved layout/building plan and development works will be executed in accordance to the designs and specifications shown in the approved plans.
 - ii) That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and the Rules 1976 made thereunder are duly complied with.
 - iii) That area coming under the sector roads and restricted belt / green belt, if any, which forms part of licensed area and in lieu of which benefit to the extent permissible as per policy towards FAR is being granted, shall be transferred free of cost to the Govt.
 - That you shall maintain and upkeep of all roads, open spaces, public park and public health services for a period of five years from the date of issue of the completion certificate unless earlier relieved of this responsibility and thereupon to transfer all such roads, open spaces, public parks and public health services free of cost to the Govt. or the local authority, as the case may be, in accordance with the provisions of Section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.
 - v) That you shall construct portion of service road, internal circulation roads, forming the part of site area at your own cost and shall transfer the land falling within alignment of same free of cost to the Govt. u/s 3(3) (a) (iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.
 - vi) That you shall integrate the services with Haryana Shahari Vikas Pradhikaran services as and when made available.
 - That you shall construct at your own cost, or get constructed by any other institution or individual at its cost, the community buildings on the land set apart for this purpose as per provision of Section 3 (3) (a) (iv) of Act, 1975.
- viii) That you have not submitted any other application for grant of license for development of the said land or part thereof for any purpose under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 or any application seeking permission for change of land use under the provision of the Punjab Scheduled Roads and Controlled Area Restriction of Unregulated Development Act, 1963.

Director
Town & County Planning
Haryana, Chandigan

vii)

- That you will transfer 10% area of the licenced colony free of cost to the Government for provision of community facilities. This will give flexibility to the Director to work out the requirement of community infrastructure at sector level and accordingly make provisions. The said area will be earmarked on the layout plan to be approved alongwith the license.
- x) That you have understand that the development/construction cost of 24 m/18 m major internal roads is not included in the EDC rates and they shall pay the proportionate cost for acquisition of land, if any, alongwith the construction cost of 24 m/18 m wide major internal roads as and when finalized and demanded by the Department.
- That you shall obtain NOC/Clearance as per provisions of notification dated 14.09.2006 issued by Ministry of Environment & Forest, Govt. of India, if applicable before execution of development works at site.
- xii) That you shall make your own arrangements for water supply, sewerage, drainage etc. to the satisfaction of DTCP till these services are made available and the same is made functional from External Infrastructure to be laid by Haryana Shehari Vikas Pradhikaran or any other execution agency.
- xiii) That you shall obtain clearance from competent authority, if required under Punjab Land Preservation Act, 1900 and any other clearance required under any other law.
- xiv) That the rain water harvesting system shall be provided as per Central Ground Water Authority Norms/Haryana Govt. notification as applicable.
- xv) That the provision of solar water heating system shall be as per guidelines of Haryana Renewable Energy Development Agency and shall be made operational where applicable before applying for an Occupation Certificate.
- xvi) That you shall use only LED fitting for internal lighting as well as campus lighting.
- xvii) That you shall convey the 'Ultimate Power Load Requirement' of the project to the concerned power utility, with a copy to the Director, within two months period from the date of grant of license to enable provision of site in licensed land for Transformers/Switching Stations/Electric Sub Stations as per the norms prescribed by the power utility in the zoning plan of the project.
- xviii) That the demarcation plan of the plotted colony is to be submitted for the approval of zoning plan before starting of development works in the colony.
- That it will be made clear at the time of booking of plots/commercial space that specified rates include or do not include EDC. In case of not inclusion of EDC in the booking rates, then it may be specified that same are to be charged separately as per rate fixed by the Govt. You shall also provide detail of calculation of EDC per Sqm/per sft. to the Allottees while raising such demand from the plot owners.
- That you shall keep pace of development atleast in accordance with sale agreement executed with the buyers of the plots as and when scheme is launched.
- That you shall arrange power connection from UHBVNL/DHBVNL for electrification of the colony and shall install the electricity distribution infrastructure as per the peak load requirement of the colony for which licencee shall get the electrical (distribution) service plan/estimates approved from the agency responsible for installation of external electric services i.e. UHBVNL/DHBVNL and complete the same before obtaining completion certificate for the colony.
- xxii) That no clubbing of residential plots for approval of integrated zoning plan of two adjoining plots under same ownership shall be permitted.
- xxiii) That you will pay the labour cess as per policy instructions issued by Haryana Government vide Memo No. Misc. 2057-5/25/2008/2TCP dated 25.02.2010.

- xxiv) That you shall submit compliance of Rule 24, 26, 27 & 28 of Rules 1976 & Section 5 of Haryana Development and Regulation of Urban Areas Act, 1975, and shall inform account number and full particulars of the scheduled bank wherein you have to deposit thirty percentum of the amount received from the plot holders for meeting the cost of Internal Development Works in the colony.
- xxv) That no further sale has taken place after submitting application for grant of license.
- xxvi) That you shall not give any advertisement for sale of plots/commercial area before the approval of layout plan.
- xxvii) That you shall construct the access to the site upto higher order road in concurrence with the concerned authority before allotment of plot.
- xxviii) That you shall follow the provisions of the Real Estate (Regulations and Development) Act, 2016 and Rules framed thereunder shall be followed by the applicant in letter and spirit.
- xxix) That no provision of the Haryana Ceiling on Land Holding Act, 1972 has been violated due to purchase of applied land.
- That the owner/developer shall integrate the bank account in which 70 percent allottee receipts are credited under Section-4(2)(I)(D) of the Real Estate Regulation and Development Act, 2016 with the online application/payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipt from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the State treasury.
- xxxi) That such 10% of the total receipt from each payment made by the allottee, which is received by the Department shall get automatically credited, on the date of receipt in the Government treasury against EDC dues.
- xxxii) That such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/developer.
- The implementation of such mechanism shall, however, have no bearing on EDC installment schedule conveyed to the owner/developer. The owner/developer shall continue to supplement such automatic EDC deductions with payments from its own funds to ensure that by the EDC installments that are due for payment that paid as per the prescribed schedule.
- That you shall abide by the terms and conditions of policy dated 19.12.2006, 29.08.2019, 20.10.2020 and 18.02.2016 and other direction given by the Director time to time to execute the project.
- xxxv) That you shall abide with the policy dated 08.07.2013 related to allotment of EWS Flats/Plots.
- That you shall provide the details of calculation per Sqm/per Sq. ft., to the allottee while raising demand from the flat owner/plot owner/ commercial space owners, in case at the time of booking of the plot/flat/commercial space, the IDC/EDC rates were not included and are to be charged separately as per rates fixed by the Government.
- xxxvii) That you shall execute the development works as per Environmental Clearance and comply with the provisions of Environment Protection Act, 1986, Air (Prevention and Control of Pollution of Act, 1981) and Water (Prevention and Control of Pollution of 1974). In case of any violation of the provisions of said statutes, you shall be liable for penal action by Haryana State Pollution Control Board or any other Authority Administering the said Acts.
- xxxviii) That you shall abide by all the provisions of Act no. 8 of 1975 and Rules framed thereunder as amended time to time.
- xxxix) That the provision of Real Estate (Regulations and Development) Act, 2016 and rules framed thereunder shall be followed letter and spirit.

- 3. That the 50% saleable area in the layout plan, to be issued alongwith the license alongwith revenue detail, which is to be freezed as per clause 5(i) of the policy dated 01.04.2016. The area so freezed shall be allowed to be sold only after completion of all Internal Development Works in the colony.
- 3. That you shall submit NOC from District Forest Officer, Panchkula before approval of Zoning Plan.

4. The licence is valid up to 1003 2027.

Dated: The 1103 2022. Chandigarh (K. Makrand Bandurang, IAS)
Director, Town & Country Planning
Haryana, Chandigarh

Endst. No. LC-4577-JE (SB)-2022/ 7049

Dated: 15-03-2022

A copy along with a copy of schedule of land is forwarded to the following for information and necessary action: -

- 1. Gravel Builders and Constructions Pvt. Ltd., Kayna Builders and Constructions Pvt. Ltd., Morven Builders and Developers Pvt. Ltd., Morgan Builders and Constructions Pvt. Ltd., Jingle Builders and Developers Pvt. Ltd. in collaboration with DLF Homes Panchkula Pvt. Ltd., Regd. Off. 1st Floor, DLF Gateway Tower, R Block, DLF City, Phase-III, Gurugram alongwith a copy of agreement, LC-IV B, Bilateral agreement & layout plan.
 - 2. Chairman, Pollution Control Board, Haryana, Sector-6, Panchkula.
 - 3. Chief Administrator, HSVP, Panchkula.
 - 4. Chief Administrator, Housing Board, Panchkula alongwith copy of agreement.
 - 5. Managing Director, HVPN, Planning Directorate, Shakti Bhawan, Sector-6, Panchkula.
 - 6. Joint Director, Environment Haryana Cum-Secretary, SEAC, Paryavaran Bhawan, Sector -2, Panchkula.
 - 7. Addl. Director Urban Estates, Haryana, Panchkula.
 - 8. Administrator, HSVP, Panchkula
 - Chief Engineer, HSVP, Panchkula.
 - 10. Superintending Engineer, HSVP, Panchkula along with a copy of agreement.
 - 11. Land Acquisition Officer, Panchkula.
 - 12. Senior Town Planner, Panchkula alongwith layout plan.
 - 13. District Town Planner, Panchkula along with a copy of agreement and layout plan.
 - 14. Chief Accounts Officer O/o DTCP, Haryana, Chandigarh along with a copy of
 - 15. Nodal Officer (Website) to update the status on the website.

(Narender Kumar)
District Town Planner (HQ)
For Director, Town & Country Planning
Haryana Chandigarh

Detail of land owned by Gavel Builders & Constructions Pvt.ltd.

Village	Rect. No.	Area (B-B-B)
Bhagwanpur	325/258/2/6	5-17-0
	229/2min	8-19-0
	Total	14-16-0

Detail of land owned by Kayna Builders & Constructions Pvt.ltd.

Village	Rect. No.	Area (B-B-B)
Bhagwanpur	257min	56-15-0

Detail of land owned by Morven Builders & Developers Pvt. ltd.

Village	Rect. No.		Area (B-B-B)
Bhagwanpur	260min 261min 326/258/2/7		10-6-0 11-1-0 15-7-0
		Total	36-14-0

Detail of land owned by Morgan Builders & Developers Pvt. ltd.

Village	Rect. No.	Area
		(B-B-B)
Bhagwanpur	259min	29-16-0

Detail of land owned by Jingle Builders & Developers Pvt. ltd.

Village	Rect. No.	Rect. No.	
			(B-B-B)
Bhagwanpur	322/258/2/3/2	2	15-1-0
	324/258/2/5/2		10-3-0
	To	otal	25-4-0
	G	rand Total	163B-5B
			0. 34 0104 55.55

Or 34.0104 acres

Director,
Town & Country Planning
Haryana
Leary Planning



FORM LC - IV (See Rule 11)

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A RESIDENTIAL PLOTTED COLONY

This Agreement is made & executed at Chandigarh on this 1 th day of March, 2022 (Two thousand twenty one)

BETWEEN

(1) M/s Gavel Builders & Constructions Pvt. Ltd, having its Registered Office at Khasra No. 382, 2nd Floor, 100 Feet Road, M.G. Road, Village Ghitorni, New Delhi 110030 (2) M/s Keyna Builders & Constructions Pvt. Ltd. having its Registered Office at Khasra No. 382, 2nd Floor, 100 Feet Road, M.G. Road, Village Ghitorni, New Delhi 110030 (3) M/s Morven Builders & Developers Pvt. Ltd., having its Registered Office at Khasra No. 382, 2nd Floor, 100 Feet Road, M.G. Road, Village Ghitorni, New Delhi 110030 (4) M/s Morgan Builders & Developers Pvt. Ltd. having its Registered Office at Khasra No. 382, 2nd Floor, 100 Feet Road, M.G. Road, Village Ghitorni, New Delhi 110030 (5) M/s Jingle Builders & Developers Pvt. Ltd. having its Registered Office at Khasra No. 382, 2nd Floor, 100 Feet Road, M.G. Road, Village Ghitorni, New Delhi 110030 through their Authorised Signatory Sh. Lokpal Singh in collaboration with M/s DLF Homes Panchkula Pvt. Ltd. having its Registered Office at 2nd floor, DLF Gateway Tower, DLF City Phase - III, National Highway - 8, Gurugram 122002 through its Authorised Signatory Sh. Manpreet Wahi (hereinafter referred to as the "Owner/Developer"), which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees.

AND

The Governor of Haryana acting through the Director, Town & country Planning, Haryana, Chandigar (hereinafter referred to as the "Director")

.....of the Other Part;

. of the One Raft

For Gavel Builders & Constructions Pvt. Ltd. For Keyna Builders & Constructions Pvt. Ltd. For Morven Builders & Developers Pvt. Ltd.

For Morgan Builders & Developers Pvt. Ltd.

For Jingle Builders & Developers Pvt. Ltd.

(LOKPIN 12-NGH)
Authorised Signatory

Town & County Planning Haryana, Chandigarh For DLF Homes Panchkula Pvt. Ltd.

(MANPREET WAHI)
Authorised Signatory

Contd...Pg/2

..... Of the OTHER PART

In pursuance of the provisions of the Rule 11 of the Haryana Development and Regulations of Urban Area Rules, 1976 (hereinafter referred to as the said "Rules"), and the conditions laid down therein for grant of license, the Owner/Developer shall enter into an Agreement with the Director for carrying out and completion of development works in accordance with the license finally granted for setting up Colony on the land measuring 34.0104 acres, in the revenue estate of Village Bhagwanpur, Sector 3, Pinjore Kalka Urban Complex, Panchkula

NOW THIS DEED WITNESSETH AS FOLLOWS:-

- In consideration of the Director agreeing to grant license to the Owner/Developer to set up the said Colony on the land mentioned in Annexure hereto on the fulfillment of all conditions laid down in Rule -11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the Owner/Developer hereby covenants as follows:-
- 2. That the Owner/Developer shall abide by the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, the Haryana Development and Regulation of Urban Areas Rules, 1976, Haryana Apartment Ownership Act, 1983, Haryana Apartment Ownership Rules, 1987, Haryana Building Code 2017, as amended from time to time, and policies issued thereunder from time to time.
- 3. The Owner/Developer shall pay labour cess charges as per policy of Govt. dated 25.02.2010 or as issued from time to time.
- 4. That the Owner/Developer shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to the Director, within two months period from the date of grant of license to enable provision to site in licensed land Transformers/Switching Stations/Electric Sub-Stations as per norms prescribed by the power utility in the zoning plan of the project.
- 5. That the Owner/Developer shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till the completion of the external sewerage system by HSVP and make their own arrangement for temporary disposable or give the requisite land. The Owner/Developer shall make arrangement for water supply, sewerage, drainage, etc. to the satisfaction of DGTCP till the services are made available from the external infrastructure to be laid by HSVP.

For Gavel Builders & Constructions Pvt. Ltd.

For Keyna Builders & Constructions Pvt. Ltd.

For Morven Builders & Developers Pvt. Ltd.

For Morgan Builders & Developers Pvt. Ltd.

For Jingle Builders & Developers Pvt. Ltd.

(LOKRACUTOGH)
Authorized Gignatory

For OLF Homes Panchkula Pvt. Ltd.

(MANPREET WAHI)
Authorised Signatory

- 6. That the owner/Developer shall deposit 30% of the amount realized by him from the Flat Holders from time to time within 10 days of its realization in a separate account to be maintained in a Scheduled Bank and that this amount shall only be utilized by the Owner/Developers towards meeting the cost of internal development works of the colony.
- 7. That the Owner/Developer has been charged proportionate EDC @ Rs. 29.70 lakhs per acre for plotted component and @ Rs. 66 lakhs per acre for commercial component total amounting to Rs. 1059.4914 lakks for the area migrated to residential plotted colony which has been adjusted against EDC paid for earlier Licence No. 22 of 2010 dated 23.03.2010 of Rs. 16129.93 lakhs.
 - i) No further EDC is payable.
- 8. That in the event of increase in EDC rates, the colonizer shall pay the enhanced amount of EDC and the interest on installments from the date of grant of licence and shall furnish and Additional Bank Guarantee, if any, on the enhanced EDC rates.
- 9. In case the Owner/Developer asks for a completion certificate before the payment of EDC they would have to first deposit the entire balance of EDC and only thereafter the grant of completion certificate would be considered.
- 10. The unpaid amount of EDC will carry an interest at the rate of 12% per annum (simple) and in case of any delay in the payment in installment on the date, an additional penal interest of 3% per annum (making the total payable interest @ 15% per annum) would be chargeable upto a period of three months and an additional three months with the permission of the Director.
- 11. In case HSVP executed External Development Works and completes the same before the final payment of EDC, the Director shall be empowered to call upon the Owner/Developer to pay the balance amount of EDC in the lump sum even before the completion of the licence period and the Owner/Developer shall be bound to make the payment within the period so specified.

For Gavel Builders & Constructions Pvt. Ltd.

For Keyna Builders & Constructions Pvt. Ltd.

For Morven Builders & Developers Pvt. Ltd.

For Morgan Builders & Developers Pvt. Ltd.

For Jingle Bilders & Developers Pvt. Ltd.

es Panchkula Pvt. Ltd

(MANPREET WAHI) Authorised Signatory

- 12. The Owner/Developer shall arrange the electric connection from outside source for electrification of their said colony from the Haryana Vidhyut Parsaran Nigam. If the Owner/Developer fails to seek electric connection from HVPNL, then the Director shall recover the cost from the Owner/Developer and deposit the same with the HVPNL. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the said colony, shall be responsibility of the Owner/Developer, for which the Owner/Developer will be required to get the "electric (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. HVPNL/Uttar Haryana Vidhyut Parsaran/Dakshin Haryana Bijli Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the said colony.
- 13. No third party rights shall be created without getting the prior permission of the Director, Town and Country Planning, Haryana, Chandigarh.
- 14. The Owner/Developer shall construct all the community Buildings within a period so specified by the Director from the date of grant of licence as per applicable legal provision.
- 15. That the Owner/Developer shall be individually as well as jointly responsible for the compliance of terms and conditions of the licence and applicable legal provisions.
- 16. That the Owner/Developer shall complete the Internal Development Works within four years of the grant of licence.
- 17. That the rates, schedule, terms and condition of EDC as mention above may be revised by the Director during the licence period as and when necessary and the Owner/Developer shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule, terms and conditions determined by him along with interest from date of grant of licence.
- 18. That the Owner/Developer shall permit the Director or any other Officer authorized by him in this behalf to inspect the execution of the development works in the said colony and the Owner/Development shall carry out all directions issued to him for insuring due compliance of the execution $\wp \hat{\mathfrak{t}}$ development works in accordance with the licence granted.

For Gavel Builders & Constructions Pvt. Ltd.

For Keyna Builders & Constructions Pvt. Ltd.

For Morven Builders & Developers Pvt. Ltd.

For Morgan Puilders & Developers Pvt. Ltd. For Jingle Bei

s & Developers Pvt. Ltd.

ised Signatory

es Panchkula Pvt. Ltd

(MANPREET WAHI)

Authorised Signatory

- 19. That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the Owner/Developer.
- 20. That the owner shall be responsible for the maintenance and upkeep of all roads, open spaces of the said affordable group housing colony for the period of five years from the date of the issuance of completion certificate under rule 16 of the Rules, 1976, unless earlier relieved of this responsibility, upon which the owner/ developer shall transfer all such roads, open spaces, public health services free of cost to the Government or the local authority, as the case may be.
- 21. Provided always and it is hereby agreed that if the Owner/Developer shall commit any breach of the terms and conditions of this Agreement or violate any provisions of the Acts and/or rules, then and in any such case, and notwithstanding the waiver or any previous cause or right, the Director, may cancel the license granted to the Owner/Developer.
- 22. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
- 23. That any other condition which the Director may think necessary in public interest can be imposed.

IN WITNESS WHEREOF THE OWNER/DEVELOPER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE AND THE YEAR FIRST ABOVE WRITTEN.

For Gavel Builders & Constructions Pvt. Ltd. For Keyna Builders & Constructions Pvt. Ltd. For Morven Builders & Developers Pvt. Ltd.

For Morgan Builders & Developers Pvt. Ltd. For Jingla Builders & Developers Pvt. Ltd.

(LOKPAL STREET)
Authorised Signatory
(OWNER)

A DIAF Homes Panchkula Pvt. Ltd.

(MANPREET WAHI)
Authorised Signatory
(DEVELOPER)

WITNESSES:

(i) Vikas Dubey Chandigarh.

(ii) Suresh Rumar C/o DLF Limited, Chandigarh



FORM LCIVB [See rule 11(1) (h)]

BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A RESIDENTIAL PLOTTED COLONY

This Agreement is made & executed at Chandigarh on this 11^{4h} day of March, 202**2**(Two thousand twenty one)

BETWEEN

(1) M/s Gavel Builders & Constructions Pvt. Ltd, having its Registered Office at Khasra No. 382, 2nd Floor, 100 Feet Road, M.G. Road, Village Ghitorni, New Delhi 110030 (2) M/s Keyna Builders & Constructions Pvt. Ltd. having its Registered Office at Khasra No. 382, 2nd Floor, 100 Feet Road, M.G. Road, Village Ghitorni, New Delhi 110030 (3) M/s Morven Builders & Developers Pvt. Ltd., having its Registered Office at Khasra No. 382, 2nd Floor, 100 Feet Road, M.G. Road, Village Ghitorni, New Delhi 110030 (4) M/s Morgan Builders & Developers Pvt. Ltd. having its Registered Office at Khasra No. 382, 2nd Floor, 100 Feet Road, M.G. Road, Village Ghitorni, New Delhi 110030 (5) M/s Jingle Builders & Developers Pvt. Ltd. having its Registered Office at Khasra No. 382, 2nd Floor, 100 Feet Road, M.G. Road, Village Ghitorni, New Delhi 110030 through their Authorised Signatory Sh. Lokpal Singh in collaboration with M/s DLF Homes Panchkula Pvt. Ltd. having its Registered Office at 2nd floor, DLF Gateway Tower, DLF City Phase - III, National Highway - 8, Gurugram 122002 through its Authorised Signatory Sh. Manpreet Wahi (hereinafter referred to as the "Owner/Developer"), which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees.

.....of the One Part;

AND

The Governor of Haryana acting through the Director, Town & country Planning, Haryana, Chandigarh, (hereinafter referred to as the "Director")

.....of the Other Part;

For Gavel Builders & Constructions Pvt. Ltd.

For Keyna Builders & Constructions Pvt. Ltd.

For Morven Builders & Developers Pvt. Ltd.

For Morgan Builders & Developers Pvt. Ltd.

For Lingle Builders & Developers Pvt. Ltd.

(LOKPAL Street)

Authorised Signatory

Director Town & County Dianning Haryana, Chandigarh For DLF Homes Panchkula Pvt. Ltd.

(MANPREET WAHI)
Authorised Signatory

Contd...Pg/2

WHEREAS the Owner/Developer are in possession of the land mentioned in Annexure hereto for the purpose of converting into residential plotted colony.

AND WHEREAS under Rule-11 of the Haryana Development and Regulation of urban Area Rules,1976 (hereinafter referred to as the said "Rules"), one of the conditions for the grant of licence is that the Owner/Developer shall enter into an agreement with the Director for carrying out and completion of development works in accordance with the licence finally granted for setting up a Residential Plotted colony on the land measuring 34.0104 acres, in the revenue estate of Village Bhagwanpur, Sector 3, Pinjore Kalka Urban Complex, Panchkula.

NOW THIS DEED WITNESSETH AS FOLLOWS:

- In consideration, of the Director agreeing to grant licence to the Owner/Developer to set up the said colony over an area measuring 34.0104 acres, in the revenue estate of Village Bhagwanpur, Sector 3, Pinjore Kalka Urban Complex, Panchkula, as mentioned in annexure hereto on the fulfillment of all conditions laid down in Rule 11 of the Haryana Development and Regulation of Urban Rules, 1976 by the Owner/Developer, the Owner/Developer hereby covenants as follows:
 - a) That the Owner/Developer shall deposit 30% of amount realized by him from plot holders from time to time, within 10 days of its realization in a separate account to be maintained in & scheduled Bank and that this amount shall only be utilized by the Owner/Developer towards meeting the cost of Internal Development Works in the colony.
 - b) That the Owner/Developer has been charged proportionate EDC @ Rs. 29.70 lakhs per acre for plotted component and @ Rs. 66 lakhs per acre for commercial component total amounting to Rs. 1059.4914 lakhs for the area migrated to residential plotted colony which has been adjusted against EDC paid for earlier Licence No. 22 of 2010 dated 23.03.2010 of Rs. 16129.93 lakhs.
 - (i) No further EDC is payable.
 - (ii) That against the licence so granted, the colonizer shall integrate its bank account in which 70% allottee receipts are credited under Section 4(2)(1)(D) of the Real Estate Regulation and Development Act 2016, with the on-line application/payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipts from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the State Treasury.
 - (iii) Such 10% of the total receipts from each payment made by an allottee, which is received by the Department shall get automatically credited, on the date of receipt in Government treasury against EDC dues of the concerned licence of the colonizer.
 - (iv) Such 10% deduction shall continue to operate till the total EDC dues get recovered from the colonizer against the said licence.
 - (v) The implementation of such mechanism shall, however, have no bearing on the EDC instalment schedule conveyed to the colonizer. The Coloniser shall continue to supplement such automatic EDC deductions with payments from its own funds to ensure that the EDC instalments that are due for payment get paid as per prescribed schedule.
 - (vi) For the grant of completion certificate, the payment of EDC shall be prerequisite along with the valid licence and Bank Guarantee.
 - (vii) That the Owner/Developer shall specify the details of calculation per sqmt. /sqft. which is being demanded from plot Owner/Developer on account of EDC/IDC, if being charged separately as per rates fixed by the Government.

For Gavel Builders & Constructions Pvt. Ltd.
For Keyna Builders & Constructions Pvt. Ltd.
For Morven Builders & Developers Pvt. Ltd.
For Morgan Builders & Developers Pvt. Ltd.
For Mingle Builders & Developers Pvt. Ltd.

(LOKALL SENGH)
Authorised Signatory

For DLF Homes Panchkula Pvt. Ltd.

(MANPREET WAHI)
Authorised Signatory

- (viii) The unpaid amount of EDC will carry an interest at the rate of 12% per annum (simple) and in case of any delay in the payment in instalment on the due date, an additional penal interest of 3% per annum (making the total payable interest at the rate 15% (simple) per annum) would be chargeable up to a period of 3 months and an additional 3 months with the permission of the Director.
- (c) In case Haryana Shehri Vikas Pradhikaran (HSVP) executing External Development Works before the final payment of EDC, the Director shall be empowered to call upon the Owner/Developer to pay the balance amount of EDC in lumpsum even before the completion of the license period and the Owner/Developer shall be bound to make payment within the period so specified.
 - Enhanced compensation on the land cost, if any, shall be payable extra as decided by the Director, from time to time.
 - b. The colonizer shall arrange the electric connection from outside source for electrification of their colony from HVPN. If the Owner/Developer fails to provide electric connection from HVPN, the Director, Town & Country Planning, Haryana, will recover that cost from the Owner/Developer and deposit the same with the HVPN. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall responsibility of the Owner/Developer, for which the Owner/Developer, will be required to get the "electric (distribution) services plan estimates" approved from the agency responsible for installation of "external electrical services", i.e. HVPN/UHBVNL/DHBVNL, Haryana, and complete the same before obtaining completion certificate for the colony.
 - c. No EDC will be recovered from EWS category of allottees.
- (d) That the rates, schedules and terms and conditions of external development charges may be revised by the Director during the period of licence as and when necessary and the Owner/Developer be bound to pay the balance of enhanced charges. If any, accordance with the rate, schedule and terms and conditions so determined by the Director alongwith interest from the date of grant of licence.
- (e) That the Owner/Developer shall be responsible for the maintenance and up keep of all roads, open spaces, public parks and public health services for a period of five years from the date of issue of the completion certificate under Rule 16 unless earlier relieved of this responsibility, when the Owner/Developer shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government of the local authority, as the case may be.
- (f) That the Owner/Developer shall construct at his own cost or get constructed, by any other institution or individual at its cost, the community buildings on the land set apart for this purpose, as per provision of Section 3 (3) (a) (iv) of Act, 1975.
- (g) No third party/subsequent rights will be created without obtaining the prior permission of the DTCP.

(h) All the community buildings will be got constructed by the Owner/Developer within time period, so specific by the Director.

For Gavel Builders & Constructions Pvt. Ltd. For Keyna Builders & Constructions Pvt. Ltd.

For Keyna Builders & Constructions Pvt. Ltd.

For Morven Builders & Developers Pvt. Ltd.

For Morgan Builders & Developers Pvt. Ltd.

For Jingle Builders & Developers Pvt. Ltd.

(LOKPALL SINGH)
Authorised Signatory

Director Town & Country Planning Haryana, Chandigarh For DLF Homes Panchkula Pvt. Ltd.

(MANPREET WAHI)
Authorised Signatory

- (i) That the Owner/Developer shall individually as well as jointly be responsible for the individual plan of licenced area as well as total combined plans of the licenced area as a whole.
- (j) That the Owner/Developer shall complete the Internal Development Works within five years of grant of licence.
- (k) That the Owner/Developer has already paid the Infrastructure Development Charges through adjustment upon migration of licence No. 22 of 2010 dated 23.03.2010. No further IDC is payable.
- (1) That the Owner/Developer shall carry out at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- (c) That the Owner/Developer shall permit the Director or other officer authorized by him in this behalf to inspect the execution of the layout, and the development works in the colony and the colonizer shall carry out all directions issued by him or ensuring due compliance of the executions of the layout and development works in accordance with licence granted.
- (n) That without prejudice to anything contained in this agreement all the provisions contained in the Act and the Rules shall be binding on the Owner/Developer.
- (o) That the Owner/Developer shall give the requisite land for the treatment works (Oxidation ponds) and for broad irrigation purposes at his own cost till the completion of external sewerage system by HSVP and make arrangements for temporary disposal or give the requisite land.
- (p) That the Owner/Developer shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to the Director, within 2 months period from the date of grant of licence to enable provision in site in our land for transformers/Switching station/Electric Sub-Stations as per norms prescribed by the power utility in the zoning plan of the project.
- (q) That the Owner/Developer shall abide by the policy dated 17.05.2018/26.02.2021/or any other instructions/policy issued from time to time with regard to allotment of EWS Plots and flats.
- Provided always and it is hereby agreed that if the Owner/Developer shall commit any breach
 of the terms and conditions of this Agreement or violate any provisions of the Act or the
 rules, then and in any such cases and notwithstanding the waiver of any previous clause or
 right, the Director, may cancel the licence granted to him.
- 3. Upon cancellation of the licence under clause 2 above, the Government may acquire the area of the aforesaid colony under the Land Acquisition Act, 1894, and may develop the said area under any other law. The Bank guarantee in that events shall stand forfeited in favor of the Director.
- That stamp and registration charges on this Deed shall be borne by the Owner/Developer.
- The expression 'the Owner/Developer' hereinbefore used shall include his heirs, legal representatives, and successors and permitted assignees.

For Gavel Builders & Constructions Pvt. Ltd. For Keyna Builders & Constructions Pvt. Ltd.

For Morven Builders & Developers Pvt. Ltd.

For Morgan Builders & Developers Pvt. Ltd.

For Fingle Builders & Developers Pvt. Ltd.

Authorised Signatory

For DLF Homes Panchkula Pvt. Ltd.

(MANPREET WAHI)
Authorised Signatory

6. After the layout plans and development works or part thereof in respect of the Residential Plotted Colony or part thereof have been completed and a completion certificate in respect thereof have been issued, the Director may, on an application in this behalf, from the Licencees, release the Bank Guarantee or part thereof, as the case may be. Provided that, if the completion of the Commercial Colony is taken in parts, only the part of the Bank Guarantee corresponding to the part of the Commercial Colony completed shall be released and provided further that the Bank Guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the residential Plotted Colony or the part thereof, as the case may be, for a period of five years from the date of the completion certificate under Rule 16 or earlier in case the Licencee is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding External Development Charges shall be released by the Director in proportion to the payment of the External Development Charges received from the Owner/Developer.

IN WITNESS WHERE OF THE OWNER/DEVELOPER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE, MONTH AND THE YEAR FIRST WRITTEN ABOVE.

For Gavel Builders & Constructions Pvt. Ltd.
For Keyna Builders & Constructions Pvt. Ltd.
For Morven Builders & Developers Pvt. Ltd.
For Morgan Builders & Developers Pvt. Ltd.
For Kingle Builders & Developers Pvt. Ltd.

(LOKP LIGHT Signatory

(OWNER)

For DLF Homes Panchkula Pvt. Ltd.

(MANPREET WAHI)
Authorised Signatory

(DEVELOPER)

WITNESSES

(ii)

(i) Vikas Dubey C/o DLF Limited, Chandigarh.

Suresh Kumar C/o DLF Limited, Chandigarh.

> Director Town & Country Planning Haryana, Chandigarh

(Cont.)

FORM LC -V (See Rule 12) HARYANA GOVERNMENT TOWN AND COUNTRY PLANNING DEPARTMENT

Licence No. <u>82</u> of 2022

This Licence has been granted under the Haryana Development and Regulation of Urban Areas Act, 1975 & the Rule 1976, made there under to Gravel Builders and Constructions Pvt. Ltd., Kayna Builders and Constructions Pvt. Ltd., Morven Builders and Developers Pvt. Ltd., Morgan Builders and Constructions Pvt. Ltd., Jingle Builders and Developers Pvt. Ltd. in collaboration with DLF Homes Panchkula Pvt.Ltd., Regd. Off. 1st Floor, DLF Gateway Tower, R Block, DLF City, Phase-III, Gurugram for setting up of Residential Plotted Colony on the land measuring 0.21875 acres in addition to License no. 20 of 2022 granted for setting up of Residential Plotted Colony over an area measuring 34.0104 acres (fully migrated from Licence no. 22 of 2010 dated 23.03.2010 granted for development of Group Housing Colony) falling in the revenue estate of village - Bhagwanpur, Sector-3, Pinjore Kalka Urban Complex, District Panchkula.

- 1. The particulars of the land, wherein the aforesaid Residential Plotted Colony is to be set up, are given in the Schedule annexed hereto and duly signed by the Director, Town & Country Planning, Haryana.
- 2. The Licence is granted subject to the following conditions:-

- i) That the Residential Plotted Colony will be laid out in confirmation to the approved layout/building plan and development works will be executed in accordance to the designs and specifications shown in the approved plans.
- ii) That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and the Rules 1976 made thereunder are duly complied with.
- That area coming under the sector roads and restricted belt / green belt, if any, which forms part of licensed area and in lieu of which benefit to the extent permissible as per policy towards FAR is being granted, shall be transferred free of cost to the Govt.
- That you shall maintain and upkeep of all roads, open spaces, public park and public health services for a period of five years from the date of issue of the completion certificate unless earlier relieved of this responsibility and thereupon to transfer all such roads, open spaces, public parks and public health services free of cost to the Govt. or the local authority, as the case may be, in accordance with the provisions of Section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.
- v) That you shall construct portion of service road, internal circulation roads, forming the part of site area at your own cost and shall transfer the land falling within alignment of same free of cost to the Government in accordance with Section 3(3) (a) (iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.
- vi) That you shall integrate the services with Haryana Shahari Vikas Pradhikaran services as and when made available.
- vii) That you shall construct at your own cost, or get constructed by any other institution or individual at its cost, the community buildings on the land set apart for this purpose as per provision of Section 3 (3) (a) (iv) of Act, 1975.

- viii) That you have not submitted any other application for grant of license for development of the said land or part thereof for any purpose under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 or any application seeking permission for change of land use under the provision of the Punjab Scheduled Roads and Controlled Area Restriction of Unregulated Development Act, 1963.
- ix) That you have understand that the development/construction cost of 24 m/18 m major internal roads is not included in the EDC rates and they shall pay the proportionate cost for acquisition of land, if any, alongwith the construction cost of 24 m/18 m wide major internal roads as and when finalized and demanded by the Department.
- x) That you shall obtain NOC/Clearance as per provisions of notification dated 14.09.2006 issued by Ministry of Environment & Forest, Govt. of India, if applicable before execution of development works at site.
- xi) That you shall make your own arrangements for water supply, sewerage, drainage etc. to the satisfaction of Director till these services are made available and the same is made functional from External Infrastructure to be laid by Haryana Shehari Vikas Pradhikaran or any other execution agency.
- xii) That you shall obtain clearance from competent authority, if required under Punjab Land Preservation Act, 1900 and any other clearance required under any other law.
- xiii) That the rain water harvesting system shall be provided as per Central Ground Water Authority Norms/Haryana Govt. notification as applicable.
- xiv) That the provision of solar water heating system shall be as per guidelines of Haryana Renewable Energy Development Agency and shall be made operational where applicable before applying for an Occupation Certificate.
- xv) That you shall use only LED fitting for internal lighting as well as campus lighting.
- That you shall convey the 'Ultimate Power Load Requirement' of the project to the concerned power utility, with a copy to the Director, within two months period from the date of grant of license to enable provision of site in licensed land for Transformers/Switching Stations/Electric Sub Stations as per the norms prescribed by the power utility in the zoning plan of the project.
- The Zoning Plan bearing no. 8430,8431 km 8432 dated 04-07-2022 in respect of license no. 20 of 2022 and the present license is also enclosed herewith.
- That it will be made clear at the time of booking of plots/commercial space that specified rates include or do not include EDC. In case of not inclusion of EDC in the booking rates, then it may be specified that same are to be charged separately as per rate fixed by the Govt. You shall also provide detail of calculation of EDC per Sqm/per sft. to the Allottees while raising such demand from the plot owners.
- That you shall keep pace of development atleast in accordance with sale agreement executed with the buyers of the plots as and when scheme is launched.
- That you shall arrange power connection from UHBVNL/DHBVNL for electrification of the colony and shall install the electricity distribution infrastructure as per the peak load requirement of the colony for which licencee shall get the electrical (distribution) service plan/estimates approved from the agency responsible for installation of external electric

- services i.e. UHBVNL/DHBVNL and complete the same before obtaining completion certificate for the colony.
- xxi) That you will pay the labour cess as per policy instructions issued by Haryana Government vide Memo No. Misc. 2057-5/25/2008/2TCP dated 25.02.2010.
- That you shall submit compliance of Rule 24, 26, 27 & 28 of Rules 1976 & Section 5 of Haryana Development and Regulation of Urban Areas Act, 1975, and shall inform account number and full particulars of the scheduled bank wherein you have to deposit thirty percentum of the amount received from the plot holders for meeting the cost of Internal Development Works in the colony.
- xxiii) That no further sale has taken place after submitting application for grant of license.
- xxiv) That you shall not give any advertisement for sale of plots/commercial area before the approval of layout plan.
- xxv) That you shall construct the access to the site upto higher order road in concurrence with the concerned authority before allotment of plot.
- xxvi) That you shall follow the provisions of the Real Estate (Regulations and Development) Act, 2016 and Rules framed thereunder shall be followed by the applicant in letter and spirit.
- xxvii) That no provision of the Haryana Ceiling on Land Holding Act, 1972 has been violated due to purchase of applied land.
- xxviii) That the owner/developer shall integrate the bank account in which 70 percent allottee receipts are credited under Section-4(2)(I)(D) of the Real Estate Regulation and Development Act, 2016 with the online application/payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipt from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the State treasury.
- xxix) That such 10% of the total receipt from each payment made by the allottee, which is received by the Department shall get automatically credited, on the date of receipt in the Government treasury against EDC dues.
- That such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/developer.
- The implementation of such mechanism shall, however, have no bearing on EDC installment schedule conveyed to the owner/developer. The owner/developer shall continue to supplement such automatic EDC deductions with payments from its own funds to ensure that by the EDC installments that are due for payment that paid as per the prescribed schedule.
- xxxii) That you shall abide by the terms and conditions of policy dated 19.12.2006, 29.08.2019, 20.10.2020 and 18.02.2016 and other direction given by the Director time to time to execute the project.
- xxxiii) That you shall abide with the policy dated 08.07.2013 related to allotment of EWS Flats/Plots.
- xxxiv) That you shall provide the details of calculation per Sqm/per Sq. ft., to the allottee while raising demand from the flat owner/plot owner/ commercial space owners, in case at the time of booking of the plot/flat/commercial space, the IDC/EDC rates were not included and are to be charged separately as per rates fixed by the Government.

- That you shall execute the development works as per Environmental Clearance and comply with the provisions of Environment Protection Act, 1986, Air (Prevention and Control of Pollution of Act, 1981) and Water (Prevention and Control of Pollution of 1974). In case of any violation of the provisions of said statutes, you shall be liable for penal action by Haryana State Pollution Control Board or any other Authority Administering the said
- xxxvi) That you shall abide by all the provisions of Act no. 8 of 1975 and Rules framed thereunder as amended time to time.
- xxxvii) That the provision of Real Estate (Regulations and Development) Act, 2016 and rules framed thereunder shall be followed letter and spirit.
- 3. That you shall submit NOC from District Forest Officer, Panchkula within a time period of 60 days.

4. The licence is valid up to 01/07/2027.

Dated: The <u>02/07/202</u>2. Chandigarh (K. Makrand Pandurang, IAS)
Director, Town & Country Planning
Haryana, Chandigarh

Endst. No. LC-4577-JE (SB)-2022/ 18712 Dated: 04-07-2022

A copy along with a copy of schedule of land is forwarded to the following for information and necessary action: -

- Gravel Builders and Constructions Pvt. Ltd., Kayna Builders and Constructions Pvt. Ltd., Morven Builders and Developers Pvt. Ltd., Morgan Builders and Constructions Pvt. Ltd., Jingle Builders and Developers Pvt. Ltd. in collaboration with DLF Homes Panchkula Pvt. Ltd., Regd. Off. 1st Floor, DLF Gateway Tower, R Block, DLF City, Phase-III, Gurugram alongwith a copy of agreement, LC-IV B, Bilateral agreement & layout plan.
- 2. Chairman, Pollution Control Board, Haryana, Sector-6, Panchkula.
- 3. Chief Administrator, HSVP, Panchkula.
- 4. Chief Administrator, Housing Board, Panchkula alongwith copy of agreement.
- 5. Managing Director, HVPN, Planning Directorate, Shakti Bhawan, Sector-6, Panchkula.
- 6. Joint Director, Environment Haryana Cum-Secretary, SEAC, Paryavaran Bhawan, Sector -2, Panchkula.
- 7. Addl. Director Urban Estates, Haryana, Panchkula.
- 8. Administrator, HSVP, Panchkula
- 9. Chief Engineer, HSVP, Panchkula.
- 10. Superintending Engineer, HSVP, Panchkula along with a copy of agreement.
- 11. Land Acquisition Officer, Panchkula.
- 12. Senior Town Planner, Panchkula alongwith layout plan.
- District Town Planner, Panchkula along with a copy of agreement and layout plan.
- 14. Chief Accounts Officer O/o DTCP, Haryana, Chandigarh along with a copy of agreement.
- 15. Nodal Officer (Website) to update the status on the website.

(Narender Kumar)
District Town Planner (HQ)
For Director, Town & Country Planning
Haryana Chandigarh

Detail of land owned by DLF Homes Panchkula Pvt. Ltd.

Village

Khasra no.

Area (B-B-B)

Bhagwanpur

323/258/2/4/2

1-1-0

OR 0.21875 acre

I√rector, Town & Country Planning

Haryana Jan